

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Atty. Docket: SHALEV2A

In re Application of:)	Conf. No.: 6142
)	
Alon SHALEV et al)	Art Unit: 3762
)	
Appln. No.: 10/753,882)	Examiner: S. M. Getzow
)	
Filed: January 9, 2004)	Washington, D.C.
)	
For: METHOD AND APPARATUS FOR)	April 28, 2006
STIMULATING THE SPHENO-)	
PALATINE GANGLION TO ...)	

TERMINAL DISCLAIMER

Honorable Commissioner for Patents
U.S. Patent and Trademark Office
Randolph Building, Mail Stop Amendments
401 Dulany Street
Alexandria, VA 22314

Sir:

By virtue of an assignment recorded in the U.S. Patent and Trademark Office on July 2, 2004, at reel 015533 and frame 0622, Brainsgate Ltd, a corporation of the Country of Israel, having a principal place of business at Hanotea Street 10 Moshay Mazor, Israel 73160, (hereinafter referred to as "Assignee"), is the owner of 100% of the entire right, title and interest in the present application (identified above) and any patent to be granted thereon. Assignee, through its undersigned attorney of record, hereby disclaims the terminal part (if any) of any patent granted on the present application which would extend beyond the expiration date of the full statutory term of the first-to-expire of any of the following patents or patents issuing from the following co-pending applications:

- 1) U.S. patent no. 6,853,858, plus any extension thereof which may be subsequently granted;
- 2) any patent which issues from application no. 10/258,714, plus any extension thereof which may be subsequently granted;
- 3) any patent which issues from application no. 10/518,322, plus any extension thereof which may be subsequently granted; and
- 4) any patent which issues from application no. 10/952,536, plus any extension thereof which may be subsequently granted.

Assignee hereby agrees that any patent so granted on the present application shall be enforceable only for and during such period that said patent is commonly owned with the patent identified in paragraph 1) above and any patent(s) issuing from the applications identified in paragraphs 2)-4) above, this agreement to run with any patent granted on the present application and to be binding upon the grantor, its successors or assigns. Assignee does not disclaim any terminal part of any patent granted on the present application prior to the expiration date of the full statutory term of the first-to-expire of the above-identified patents in the event that, prior to the expiration of the full statutory term thereof, said patent expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321(1), has all claims cancelled by reexamination certificate, is reissued, or is otherwise in any manner terminated prior to expiration of its full statutory term. This terminal disclaimer is being made without waiver of petitioner's rights under 35 U.S.C. §155, §155A, §156, or

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elsewhere, which may be available to extend the term of any patent granted on the present application beyond the date set by this terminal disclaimer (37 C.F.R. §1.775(a)).

It is Assignee's intent that the amount of time disclaimed and the scope of the common ownership clause be the minimum required by law and this document is to be construed to effectuate said intent. No admission is made that any claim of the present application is obvious over any claim of any of the above-identified patents or applications.

The statutory disclaimer fee of \$65.00 for a small entity per 37 C.F.R. §1.20(d) is attached.

Respectfully submitted,

BROWDY AND NEIMARK, P.L.L.C.
Attorneys for Applicant(s)

By /rlb/
Roger L. Browdy
Registration No. 25,618

RLB:rd
Telephone No.: (202) 628-5197
Facsimile No.: (202) 737-3528
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